

Annapolis, Md., July 1, 1911.

The Board of Public Works met this date, at 12 o'clock, noon, this having been the date and the hour named in the advertisement for the opening of bids for \$300,000 Series "B" State Insane Hospital Loan; and also bids for furnishing stationery for the different Departments for 1912 and 1913.

Present: Governor Crothers, Comptroller Clagett and Treasurer Vandiver.

The following bids for State Insane Hospital bonds were received:

Hambleton & Co., Baltimore, 100.11 and accrued interest for \$5,000 par value thereof; bid accompanied by check for \$250.00.

Baker, Watts & Co., Baltimore, 100.06 and accrued interest for \$50,000; bid accompanied by check for \$2,500.

Estabrook & Co., Baltimore, 100.167 and interest for all or none of the loan; also the following alternative bids:

|          |    |         |               |
|----------|----|---------|---------------|
| \$50,000 | at | 100.251 | and interest, |
| \$50,000 | "  | 100.201 | " "           |
| \$50,000 | "  | 100.171 | " "           |
| \$50,000 | "  | 100.152 | " "           |
| \$50,000 | "  | 100.025 | " "           |
| \$50,000 | "  | 100.05  | " "           |

J. S. Wilson, Jr. & Co., Baltimore, 99.63 and interest, for all or none; accompanying check for \$15,000. The Baltimore Trust Company bid jointly with J. S. Wilson, Jr. & Co.

Frank Rosenberg & Co. and Wm. C. Crawford, Baltimore, 100.28 and interest for all or any part of the loan; check for \$15,000 accompanying same.

Parkinson & Burr, 7 Wall St., New York, 99.8813 and accrued interest, for all of said loan. Check for \$15,000 with bid.

William Wellham, Brooklyn, Md., 98.51 for \$40,000; check for \$2,000 accompanying bid.

Poe & Davies, Baltimore, bid the following:

|        |     |          |
|--------|-----|----------|
| 100.09 | for | \$10,000 |
| 100.10 | for | 10,000   |
| 100.11 | for | 10,000   |
| 100.12 | for | 10,000   |
| 100.13 | for | 10,000   |
| 100.14 | for | 10,000   |

100.15 for \$10,000  
 100.16 for 10,000  
 100.17 for 10,000  
 100.18 for 10,000

check for \$5,000 accompanying bids.

Townsend, Scott & Co., bid as follows:

100.12 for \$25,000  
 100.28 for 25,000  
 100.54 for 25,000  
 100.82 for 10,000  
 101.01 for 15,000

said bids being accompanied by required check.

Eugene Meyer, Jr., & Co., New York, 99 7/8 and interest for all or none of said bonds; check for \$15,000 accompanying bid.

Safe Deposit & Trust Company of Baltimore, 100.37 for all of said bonds; bid accompanied by required check.

Kohler Manufacturing Co., John A. Yakel, Trustee, Baltimore, Par, for all or any part of \$25,000. Check accompanying bid.

Citizens National Bank, Westernport, Md., Par and interest for \$1,000, check with bid.

W. W. Franks, Moosic, Pa. Par for \$2,000; check with bid.

The following proposals for stationery for the State Library, Court of Appeals, Executive and Legislative Departments of the State, were received and opened;

The Mules Printing Company, of Baltimore, ----- \$2,238.55

said bid being accompanied by bond in the sum of \$20,000.

Lucas Brothers, of Baltimore, ----- 1,466.42

bond in the sum of \$20,000.

Dulany-Vernay Co., Baltimore, f. o. b. Annapolis, -- 1,585.42

required bond for \$20,000.

Thomas & Evans Printing Co., Baltimore, ----- 2,010.25

required bond for \$20,000.

Meyer & Thalheimer, Baltimore, ----- 1,811.60

required bond for \$20,000

The Board then went into Executive Session, whereupon,

On motion of Treasurer Vandiver, seconded by Comptroller Clagett, it was decided to accept the bids of Townsend, Scott & Co. for \$50,000 as follows:

\$25,000 at 100.54

10,000 at 100.82

15,000 at 101.01

which motion was adopted.

On motion of Treasurer Vandiver, seconded by Comptroller Clagett, the bid of the Safe Deposit & Trust Company for \$250,000 at 100.37 was accepted, which motion was adopted.

On motion, duly seconded, it was decided to meet at the Office of the Safe Deposit & Trust Company, on Thursday, July 6, 1911, at ten o'clock, A. M., to deliver said bonds of \$300,000 Series "B" 4 per cent. State Insane Hospital Loan. Which motion was adopted.

It was moved and seconded that the matter of determining which bid for stationery shall be accepted, be left to the discretion of the Governor, he to award the contract after determining certain facts in connection with said bids.

Mr. Clagett offered the following lease between the State of Maryland and the Baltimore, Chesapeake & Atlantic Railway Company, for the wharf property, Pier 8, Light Street.

THIS LEASE dated the .....day of .....in the year Nineteen Hundred and Eleven, between the State of Maryland, acting by its agents, the Governor, the Comptroller of the Treasuru, and the Treasurer of the State of Maryland, constituting the Board of Public Works, for the time being, in said State, by virtue of the authority conferred upon said Board of Public Works by Chapter 745 of the Acts of 1906 of the General Assembly of Maryland, party of the first part, hereinafter called the "Lessor", and Baltimore, Chesapeake and Atlantic Railway Company, a corporation, party of the second part, hereinafter called the "Lessee", and executed in duplicate;

W I T N E S S E T H :

THAT THE said Lessor in consideration of the payment of

the rent and the performance of the covenants hereinafter mentioned on the part of the said Lessee to be paid and performed, does hereby lease and demise unto the said Lessee all that certain wharf property, pier, bulkhead, or by whatsoever name it may be known, on Light Street in Baltimore City, belonging to the State of Maryland, and mentioned and described in Chapter 748 of the Acts of 1906 of the General Assembly of Maryland, together with the buildings and superstructures erected on the said bulkhead, pier or wharf, and all and singular the wharf and other rights, appurtenances, advantages, easements, terminal and other facilities thereunto belonging or in anywise appertaining, for the term of two years, beginning on the first day of May in the year 1911, and terminating on the 30th day of Paril, 1913, at and for the yearly rent of Two Thousand Dollars (\$2,000), payable in semi-annual installments on the first day of May and the first day of November in advance, during each of the two years for which this lease shall run, above all deductions for taxes or assessments levied or assessed or to be levied or assessed on said demised premises, or on the rent hereby reserved, which such taxes or assessments the lessee hereby covenants to pay in addition to the rent specifically reserved herein.

(2) Said Lessee hereby covenants to pay the said rent when and as the same shall become due and payable as aforesaid, and also to pay when due and payable all water rent or public charges for water used on the said premises during the term of years hereby created, and that if the said Lessee will not assign this lease or transfer or sublet the said property, or any part thereof, or its interest in the said property or any part thereof without the prior written consent of the said Lessor.

(3) The said Lessee hereby covenants that it will at its own cost and expense keep and maintain said property in as good order and condition as it shall be when received and occupied by it at the beginning of this lease, and that it will peaceably surrender the said property to the said Lessor without notice at the end of the tenancy hereby created in the same order and condition as when received by it, ordinary wear and tear ex-

cepted; it being understood that all improvements and additions put upon the property hereby demised by the said Lessee shall without charge to the said Lessor become its property at the termination of this lease.

(4) And the said Lessee hereby covenants that any and all sailing vessels bringing tobacco to the State Tobacco Warehouse or any of them, shall always during the existence of this lease have access to the South side of the wharf of pier built upon or from the bulkhead into the waters of the harbor of the City of Baltimore, free from all charges for wharfage on such vessels or their respective cargoes, for the purpose of unloading tobacco brought by them, and that ample room shall always be allowed in like manner on said wharf or pier free from charge for the shipment of tobacco from any of the said State Tobacco Warehouses.

(5) If the said rent or any part thereof shall at any time be in arrears, the said Lessee may distrain therefor, and if the said rent or any part thereof shall at any time be in arrears, or there shall be a breach for thirty days of any condition, provision or covenant herein contained on the part of the Lessee to be performed, the said Lessor may in either of said events, or at its option, regard and treat the said Lessee as a tenant holding over and may re-enter and take possession of the herein demised property without notice and again, hold the same in the same manner as if this lease had not been made, and this lease shall thereupon become null and void, and the said Lessor shall for the purpose of taking possession of said property be entitled to all the provisions against tenants holding over which may then be provided by the laws of Maryland;

(6) The said Lessee further covenants that in the event the said pier or wharf property shall be so injured unavoidably by fire or flood as to prevent the loading or unloading, or discharge thereat of freight or passengers, the said Lessor shall, as soon as may be practicable after the occurrence of such injury, restore said pier or wharf property to the same order and condition as that in which it was prior to such fire or flood, and in such event the said Lessee shall be entitled to an abatement of the rent hereby reserved pro rata for the time that the said Lessee may be unable to discharge freight and passengers at or from said pier by reason of its injury unavoidably by such fire or flood.

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(7) The right to renew this lease for another term of two years after the expiration of the term herein reserved, upon similar terms, conditions and covenants is hereby secured to the Lessee, unless the said Lessor shall notify the said Lessee to the contrary in writing at least six months prior to the termination of the term hereby reserved.

IN TESTIMONY WHEREOF the Governor, the Comptroller of the Treasury, and the Treasurer of the State of Maryland, constituting the Board of Public Works for the time being in said State, have hereunto subscribed their names, and the Baltimore Chesapeake and Atlantic Railway Company hath caused this lease to be executed in its behalf by Willard Thomson, its Vice-President and General Manager, the day and date first hereinabove written.

Witness, Elizabeth A. Rehn.

Austin L. Crothers, Governor.

W. B. Clagett, Comptroller.

Murray Vandiver, Treasurer.

Constituting the Board of Public Works of the State of Maryland, acting for said State as its Agent, by virtue of the power conferred upon them by Chapter 748 of the Acts of 1906 of the General Assembly of Maryland.

BALTIMORE, CHESAPEAKE AND ATLANTIC RAILWAY COMPANY,

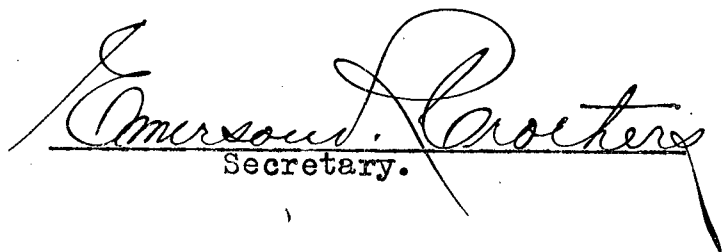
by

Willard Thomson,

Vice Pres. and Gen. Manager.

There being no further business the meeting adjourned.

C. C. Dorsey, Sec'y., pro tem.

  
Secretary.